

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
RADIO BATTERIES
BID NO. 10-103**

**BatteryZone, Inc.
PO Box 6435
Bridgewater, NJ 08807
732.652.5270**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2010, by and between **BatteryZone, Inc., PO Box 6435, Bridgewater, NJ 08807**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Supply of Radio Batteries, Bid No. 10-103** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to Line Item #1 and #4 of Contractor's Proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. **Equal Employment Opportunity.** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Accepted Proposal/Response
 3. Contract Agreement
 4. Special Provisions
 5. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jane E. Rose
City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor Chris Brown

Approved by Resolution No. A-86034

Dated October 4, 2010

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Amanda Wilson (SEAL)
Secretary

Battery Zone, Inc.
Name of Corporation
14 Culnen Dr, Branchburg,
(Address) NJ 08876

By: James Sapp
Duly Authorized Official
president
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing)

Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing	Address	Radio Shop
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		2540 Fair Shop
Phone	1 (402) 441-8313		Lincoln, NE 68516		Lincoln,, NE 68503
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	Contact	
			Purchasing		
Bid Number	10-103	Department		Department	
Title	Annual Supply of Radio Batteries	Building		Building	
			Suite 200		
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	06/10/2010	Telephone	1 (402) 441-8313	Telephone	
Close Date	6/30/2010 12:00:00 PM CST	Fax	1 (402) 441-6513	Fax	
Need by Date		Email	rhinze@lincoln.ne.gov	Email	

Supplier Information

Company BatteryZone, Inc
Address PO Box 6435

Bridgewater, NJ 08807

Contact
Department
Building
Floor/Room
Telephone 1 (732) 652-5270
Fax 1 (732) 652-5275
Email
Submitted 6/29/2010 12:02:46 PM CST
Total \$26,225.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes

3	Pick-Up	I acknowledge that I have the capability to pick-up and properly dispose of the City's batteries listed below from the sole location of 2540 Fair Street, Lincoln, NE.	member of RBRC
4	Product	Product Name:	Battery Zone
5	Battery Equivalency	I acknowledge that the City of Lincoln will be the final determination of equivalency in the products being bid.	Y
6	Warranty	List your warranty terms for batteries found to be defective in materials and workmanship.	12 Months Lilon/NiMH, 14 months NiCd
7	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Yes, No
8	Specification Attachments	I acknowledge that I have attached Specifications of the products I am bidding on in the Supplier Response Section by clicking on the blue "New".	Y
9	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transporation charges paid.	7
10	Contact	Name of person submitting this bid:	Carol Verrey
11	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	750	EA	2400 MAH NIMH Battery for P7100/P5100 Series Harris Portable Radios	\$25.20
Manufacturer #: BKB 190 1210/44				
Item Notes: The minimum order quantity is 20.				
Supplier Notes: BatteryZone Model# BZ2104-24 - 2400 mAh, NiMH				
2	100	EA	3200 MAH Li-ion Battery for P7100/P5100 Series Harris Portable Radios	\$37.00
Manufacturer #: BT-010942-001				
Item Notes: The minimum order quantity is 10.				
Supplier Notes: BatteryZone Model # BZ2104LiP - 3600 mah, Lithium Polymer				
3	50	EA	2000 MAH Li-ion Battery for P7300/P5400 Series Harris Portable Radios	\$31.50
Manufacturer #: BT-023406-005				
Item Notes: The minimum order quantity is 10				
Supplier Notes: BatteryZone Model # BZ2104LI - 2200 mah, Lithium Ion				
4	100	EA	1500 MAH NiCad Battery for LPE200 Series Harris Portable Radios	\$20.50
Manufacturer #: BKB-191-203				
Item Notes: The minimum order quantity is 10				
Supplier Notes: BatteryZone Model # BZ1203 - 1500 mah, NiCd				
Response Total:				\$26,225.00

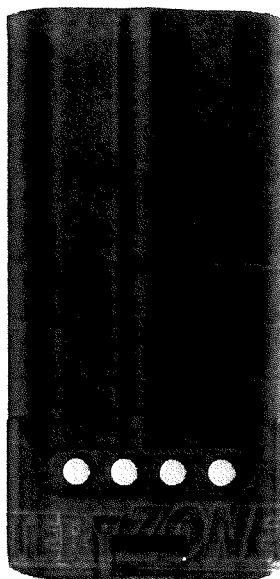
BATTERYZONE

BZ2104-24

For use with: M/A Com Jaguar J-700P/P5100/P7100/P6210, SPD2000

Replaces OEM Battery: BKB191210/4

Charge Rate: Rapid



**7.5 v, 2400 mah
NiMH Chemistry**



Case Height: 4.63"

Case Comp: Acrylonitrile-Butadiene Styrene (ABS)

Internal: Nickel Metal Hydride cells strap-welded together. Flexboard technology employed.

Warranty: Battery is guaranteed to be fully compatible with all equipment supplied by the original manufacturer and perform up to 80% rated capacity for a period of 12 months.

Safety: Individual cells are vented for pressure relief in case of overcharging. Current limiting circuitry and thermal protection utilized for use in hazardous locations.

BATTERY SPECIFICATION SHEET

1-800-371-5033

www.battervzone.com

BATTERYZONE

BZ2104LiP

For use with: M/A Com Jaguar J-700P/P5100/P7100/P6210, SPD2000
Replaces OEM Battery: BKB191210/4, BT010942-001
Charge Rate: Rapid

**PHOTO
COMING
SOON**



**7.4 v, 3600 mah
Lithium Polymer**

This battery offers the same benefits of Lithium-Ion batteries but are a lighter weight with a longer battery life. This battery will charge in your existing Li-Ion or Tri-Chemistry charger!

Case Height: 4.63"

Case Comp: Acrylonitrile-Butadiene Styrene (ABS)

Internal: Lithium Polymer cells strap-welded together. Flexboard technology employed.

Warranty: Battery is guaranteed to be fully compatible with all equipment supplied by the original manufacturer and perform up to 80% rated capacity for a period of 12 months.

Safety: Individual cells are vented for pressure relief in case of overcharging. Current limiting circuitry and thermal protection utilized for use in hazardous locations.

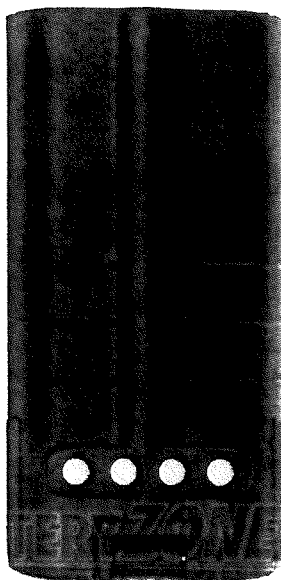
BATTERY SPECIFICATION SHEET

**1-800-371-5033
www.battervzone.com**

BATTERYZONE

BZ2104LI

For use with: M/A Com Jaguar J-700P/P5100/P7100/P6210/P7300, SPD2000
Replaces OEM Battery: BKB191210/4, BT023406-005
Charge Rate: Rapid



**7.5 v, 2200 mah
Li-Ion Chemistry**



Case Height: 4.63"

Case Comp: Acrylonitrile-Butadiene Styrene (ABS)

Internal: Lithium Ion cells strap-welded together. Flexboard technology employed.

Warranty: Battery is guaranteed to be fully compatible with all equipment supplied by the original manufacturer and perform up to 80% rated capacity for a period of 12 months.

Safety: Individual cells are vented for pressure relief in case of overcharging. Current limiting circuitry and thermal protection utilized for use in hazardous locations.

BATTERY SPECIFICATION SHEET

**1-800-371-5033
www.batteryzone.com**

BATTERYZONE

BZ2103

For use with: M/A Com Jaguar J-700P/P5100/P7100/P6210, SPD2000
Replaces OEM Battery: BKB191210/3
Charge Rate: Rapid



**7.5 v, 1700 mah
NiCd Chemistry**

Case Height: 4.63"

Case Comp: Acrylonitrile-Butadiene Styrene (ABS)

Internal: Nickel Cadmium cells strap-welded together. Flexboard technology employed.

Warranty: Battery is guaranteed to be fully compatible with all equipment supplied by the original manufacturer and perform up to 80% rated capacity for a period of 14 months.

Safety: Individual cells are vented for pressure relief in case of overcharging. Current limiting circuitry and thermal protection utilized for use in hazardous locations.

BATTERY SPECIFICATION SHEET

**1-800-371-5033
www.battervzone.com**